



Request For Proposals

for

Housing Consultation Services

**Allan Rawland, Director
Department of Behavioral Health**

**Department of Behavioral Health – Contracts Unit
268 West Hospitality Lane, Suite 400
San Bernardino, CA 92415-0026**

RFP - DBH 11-103

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I. INTRODUCTION

A. Purpose

The Department of Behavioral Health (DBH), hereafter referred to as the "County", is seeking proposals for a behavioral health housing consultant with extensive experience in strategic planning to provide technical expertise and consultation on county-wide housing development, partnership engagement, and funding opportunities.

B. Period of Contract

Specific services to be provided under this Request for Proposals (RFP) are outlined under Section IV, Program Requirements. The Contract period will be for a three (3) year period beginning on July 1, 2012 through June 30, 2015. The County may, but is not obligated to, extend awarded contract(s) for up to two (2) additional one-year periods contingent on the availability of funds and contractor performance.

The allocated funding for the three (3) year period is \$150,000 per year as funds are available.

C. Minimum Proposer Requirements

Proposers must:

1. Have a representative at the mandatory proposal conference as referenced in this RFP.
2. Be a non-profit, for-profit organization or other legally constituted business entity.
3. Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.
4. Have the ability to maintain adequate files and records and meet statistical reporting requirements.
5. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
6. Meet other presentation and participation requirements listed in this RFP.

D. Mandatory Proposal Conference

1. A mandatory proposal conference will be held on: **Thursday, March 15, 2012 @ 1:00 P.M.** (Pacific Standard Time) at:
County of San Bernardino
Department of Behavioral Health
1950 South Sunwest Lane, Suite 200
San Bernardino, CA 92408
2. **Attendance at the conference is mandatory. No proposal will be accepted from any Proposer who fails to attend the proposal conference.**

E. Questions

Questions regarding the contents of this RFP must be submitted in writing on or **before 12 noon (Pacific Standard Time) on Thursday, March 22, 2012** and directed to the individual listed in **Section I, Paragraph F**. Faxes and e-mails are acceptable. The subject line of the fax or e-mail must read: Housing Consultation Services RFP - DBH 11-103. All questions will be answered and both the questions and answers will be posted on the County's Purchasing Web-Site.

F. Correspondence

All correspondence, **including proposals and questions**, are to be submitted to:

County of San Bernardino
Department of Behavioral Health
Attention: Contract Administration
RE: Housing Consultation Services RFP - DBH 11-103
268 West Hospitality Lane, Suite 400
San Bernardino, CA 92415-0026
Contact person: Dennis Terrones, Staff Analyst II
Phone: (909) 382-3032
Email: deterrones@dbh.sbcounty.gov
Fax: (909) 382-3060

G. Admonition to Proposers

Once the RFP has been issued, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. Failure to adhere to this policy may result in disqualification of the Proposer and rejection of proposal.

H. Proposal Submission Deadline

All proposals must be received at the address listed in Paragraph F above **no later than 4:00 P.M. (Pacific Standard Time) on Thursday, April 12, 2012**. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late proposals will not be considered.

II. **PROCUREMENT TIMELINE**

RFP release date	Thursday, March 1, 2012
Mandatory Proposal Conference	Thursday, March 15, 2012 at 1:00 P.M. (PST)
Deadline for submission of questions	Thursday, March 22, 2012 by 12 Noon (PST) **Questions may be submitted in writing prior to the Proposal Conference
Deadline for submission of proposals	Thursday, April 12, 2012 by 4:00 P.M. (PST)

Tentative date for mailing award/denial letters	Monday, May 7, 2012
Tentative deadline for protests	Thursday, May 17, 2012
Tentative date for awarding of Contract(s)	Tuesday, June 19, 2012
Tentative start date for Contract(s)	Effective July 1, 2012

The above dates are subject to change as deemed necessary by the County of San Bernardino.

III. PROCUREMENT CONDITIONS

A. Contingencies

Funding for this program is contingent on funding from the appropriate office of the State of California and is subject to reimbursement under Federal and State laws. This RFP does not commit the County to award a Contract. Cost, while not necessarily the primary factor used in the selection process, is an important factor. The County will award a Contract based on the proposal that best meets the needs of the County.

B. Acceptance or Rejection of Proposals

The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals. The County also reserves the right to terminate this procurement process at any time.

Proposals shall remain valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening and up to the awarding of the contract(s).

C. Best Value Evaluation Process

Cost is an important factor in the evaluation process, but the County is not obligated to accept the lowest cost proposal. At the County's discretion, considerations other than price may factor into a decision as to which services and/or products provide the best value to the County and best meets the needs of the County. Such considerations may include:

- Qualifications of key staff
- Relevant project experience
- Past performance
- Environmental considerations
- Any other relevant factors listed in the solicitation, as listed in Section XIII, Proposal Evaluation and Selection.

D. Modifications

The County reserves the right to issue addenda or amendments to this RFP if the County considers that additional clarifications are needed. Only those proposers represented at the proposal conference will receive addenda or amendments issued after the Mandatory Conference.

E. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. **It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified deadline.** All proposals and materials submitted become the property of the County.

F. Local Preference Policy

The County of San Bernardino has adopted a preference for Vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods, or supplies.

For purposes of the application of the local preference policy (County Policy 11 – 12) "principal place of business" is defined as the Vendor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the Vendor's main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP, Request for Qualifications (RFQ), Quote(s) and Requests for Applications (RFA) for any contract, agreement, or purchase order to which it responds; and
- Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and
- Has a minimum of twenty-five percent (25%) of the Vendor's full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County's Local Preference Policy means for example, if two Vendors are responding to this RFP and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the Vendors is a local Vendor. If one of the Vendors is a local vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other Vendor's quoted price or cost, unless it is determined that an exemption applies, staff should recommend the local Vendor for the contract award.

G. Incurred Costs

The County is not obligated to pay any costs incurred by Proposers in the preparation of a proposal in response to this RFP. Proposers agree that all costs incurred in developing this proposal are the Proposer's responsibility.

H. Public Inspection

Proposals submitted in response to this RFP become the property of the County of San Bernardino and are subject to the provisions of the California Public Records Act. This Act is designed to give reasonable public access to information in the possession of public agencies.

I. Clarifications

The County may require the potential Proposer(s)/Contractor(s) selected to provide additional information or clarifications on any area contained in this RFP or which might be used to

evaluate vendors. This may include cost, technical, or other clarifications needed to make a decision.

J. Negotiations

The County may require the potential Proposer(s) selected to participate in negotiations. This may include cost, technical information, or other clarifications needed to make a decision.

K. Formal Agreement

Proposer will be required to enter into a formal agreement with the County. This RFP sets forth some of the general provisions which will be included in the final contract. In submitting a response to this RFP, Proposer will be deemed to have agreed to each clause unless the proposal identifies an objection and County agrees to a change of language in writing. All objections to any provisions of the final contract should be listed on **Attachment E – Exceptions and Disclosures to RFP**.

L. Use of Proposals Received

All proposals received shall become the property of the County.

M. Independent Contractor Status

Any Proposer that is awarded a Contract will be considered an independent Contractor(s), wholly responsible for the manner in which it performs, and will assume exclusively the responsibility for the acts of its employees who will not be entitled to any rights and privileges of County employees nor be considered in any manner to be County employees.

N. Pre-Award On-Site Visits

Site visits may be conducted to verify information submitted in the RFP and to determine if the proposed facilities are appropriate for the proposed services to be provided.

O. Level of Service

For any Contract awarded as a result of the RFP, no minimum or maximum number of referrals or enrollments can be guaranteed by the County.

P. Termination of Awarded Contract

The Contract between the County and selected Proposer(s) will contain specific language which addresses the option of both the selected Proposer(s) or County to terminate the Contract without cause, termination for the convenience of the County, and termination for cause.

Q. Priority Population

The selected proposer will assist DBH in identifying housing opportunities for transitional age youth (age 16-25), adults, and older adults (age 60 and older) with serious mental illness who are homeless or at risk of homelessness, and for individuals with serious mental illness leaving or being diverted from the criminal justice system.

R. Iran Contracting Act of 2010

In accordance with Public Contract Code section 2204(a), the Proposer certifies that at the time the proposal is submitted, the Proposer signing the proposal is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203

(<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person [as defined in Public Contract Code section 2202(e)] engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Proposers are cautioned that making a false certification may subject the Proposer to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. **Proposer agrees that signing the Proposal shall constitute signature of this Certification.**

S. Final Authority

The final authority to award a Contract rests solely with the San Bernardino County Board of Supervisors.

IV. PROGRAM REQUIREMENTS (SCOPE OF WORK)

A. Definitions (Program Specific)

The terms Proposer, Contractor, or Vendor/Applicant are used interchangeably throughout this document referring to the entity submitting a response and may subsequently become a Contractor.

1. **California Housing Finance Agency (CalHFA):** The California Housing Finance Agency has helped finance affordable housing under its Mental Health Services Act Housing Program in partnership with the California Department of Mental Health and counties' mental health departments.
2. **Cultural Competency:** The acceptance and understanding of cultural mores and their possible influence on the client's issues and/or behavior, i.e., using the understanding of the differences between the prevailing social culture and that of the client's family to aid in developing individualized supports and services.
3. **Department of Behavioral Health (DBH):** The DBH, under state law, provides mental health treatment and prevention services to County residents. In order to maintain a continuum of care, DBH operates or, contracts for the provision of prevention and early intervention services, 24-hour care, day treatment, outpatient services, case management, and crisis and referral services. Community services are provided in all major County metropolitan areas and are readily accessible to County residents.
4. **Department of Mental Health (DMH):** The California Department of Mental Health, entrusted with leadership of the California mental health system, ensures through partnerships the availability and accessibility of effective, efficient, culturally competent services. This is accomplished by advocacy, education, innovation, outreach, understanding, oversight, monitoring, quality improvement, and the provision of direct services.
5. **Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act):** The HEARTH Act consolidates three of the separate homeless assistance programs administered by HUD under the McKinney-Vento Homeless Assistance Act into a

single grant program that is designed to improve administrative efficiency and enhance response coordination and effectiveness in addressing the needs of homeless persons.

6. **Housing and Urban Development (HUD):** The United States Department of Housing and Urban Development, HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. HUD is working to strengthen the housing market to bolster the economy and protect consumers; meet the need for quality affordable rental homes; utilize housing as a platform for improving quality of life; build inclusive and sustainable communities free from discrimination; and transform the way HUD does business.
7. **Mental Health Services Act (MHSA):** The passage of Proposition 63 in November 2004, provides the first opportunity in many years for the Department of Mental Health (DMH) to provide increased funding, personnel and other resources to support county mental health programs and monitor progress toward statewide goals for children, transition age youth, adults, older adults and families. The Act addresses a broad continuum of prevention, early intervention and service needs and the necessary infrastructure, technology and training elements that will effectively support this system.
8. **Request for Proposals (RFP):** The document used to solicit a solution or solutions from Proposers to a specific problem or need. Although price is important, originality and effectiveness of the proposal, and the background and experience of the Proposer, are evaluated in addition to the proposed price.

B. Background

On November 2, 2004, voters passed Proposition 63, which established a state personal income tax surcharge of one (1) percent on the portion of taxpayers' annual taxable income in excess of \$1 million. The proposition was enacted into law as the Mental Health Services Act (MHSA), effective January 1, 2005. According to the language in the MHSA, the overall purpose and intent is to "reduce the long-term adverse impact on individuals, families, and state and local budgets resulting from untreated serious mental illness." One of the key components mandated by this initiative is to develop and implement a comprehensive housing plan for the target population served under the MHSA.

The MHSA Housing Program component provides funding for the development of permanent supportive housing for individuals with serious mental illness who are homeless or at risk of homelessness. The California Department of Mental Health (DMH) and the California Housing Finance Agency (CalHFA) have allocated funding to the County of San Bernardino Department of Behavioral Health (DBH) to be utilized for capital and operating subsidies for the development, acquisition, construction and/or rehabilitation of permanent supportive housing.

C. Program Description

1. Program Objective

Housing is an essential element of comprehensive mental health services for persons with serious mental illness as provided by DBH and its providers. Supportive housing is a key strategy for meeting both the housing and service needs of individuals with serious mental illness and the MHSA target populations.

The selected Proposer will assist DBH in implementing a county-wide strategic plan for housing and support services, implementing the goals of the DBH Housing Master Plan, and identifying housing opportunities for transitional age youth (age 16-25), adults, and older adults (age 60 and older) with serious mental illness who are homeless or at risk of homelessness, and for individuals with serious mental illness leaving or being diverted from the criminal justice system.

These services should build on prior and current efforts to plan for housing needs, including the MHSA Housing Plan adopted by San Bernardino County Board of Supervisors in November 2008 and the 10-Year Plan to End Homelessness in San Bernardino County, adopted by the County Board of Supervisors in August 2009.

In addition, the availability of housing options for people with histories of homelessness in San Bernardino will be greatly impacted by the transition to the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act. The HEARTH Act allows for increased flexibility in the targeting and design of HUD's homeless assistance programs. It is essential that the housing and services models developed using the new tools meet the greatest level of need for people experiencing homelessness in San Bernardino County.

2. Program Requirements

The successful Proposer will be required to complete the following to fulfill the terms of any Contract awarded pursuant to this RFP. It is to the Proposer's advantage to document all statements concerning experience, knowledge, training, and capabilities to the maximum extent possible applicable to the below listed requirements.

a) Scope of Work/Purpose

- (1) Provide technical expertise and consultation on County-wide housing development, partnership engagement and funding opportunities. Opportunities to leverage new MHSA services with integrated housing exist, and financing and development strategies are crucial. Services shall be coordinated with DBH, and operate through collaboration with mental health providers, housing agencies and local government housing departments to accomplish objectives. In cooperation with these entities, the selected Proposer shall provide technical assistance to facilitate the effective administration of MHSA housing resources in San Bernardino County.
- (2) Focus efforts on building a cumulative MHSA Housing pipeline of 150 units of MHSA Housing (rental and/or shared), assistance with siting, training the team partners to ensure quality projects, and working with DBH on submitting applications to the State for approval.
- (3) Provide targeted Technical Assistance related to the San Bernardino Continuum of Care (CoC), specifically providing information and training sessions to DBH staff regarding HUD's strategic priorities and assisting the CoC in planning for successful alignment with the HEARTH Act implementation.

b) MHSA Housing Program Outcomes/Deliverables

In collaboration with service providers providing MHSA Community Services and Support-funded housing, the selected Proposer shall achieve the following outcomes/deliverables:

(1) General.

- (a) Identify and implement strategies to increase supportive housing resources and services.
- (b) Facilitate and participate in monthly Technical Review Committee and Executive Committee meetings throughout the year to identify and implement strategies to increase supportive housing in the region.
- (c) Facilitate and participate in quarterly Full Service Partnership and Housing Policy Advisory Committee (HPAC) meetings throughout the year to review the goals of the San Bernardino Housing Plan and the progress made each quarter.
- (d) Assist DBH staff in planning and preparing documentation to be in compliance with Fair Housing Laws, Housing Authority requirements, HUD, and MHSA housing and property management related issues.
- (e) Assist staff in updating the MOU between the five County agencies: Housing Authority, Community Development and Housing Department, Redevelopment Agency, Office of Homeless Services, and DBH, referred to as the Collaborative Partners.
- (f) Assist staff in financial analysis of existing projects and programs including: Assist staff in evaluating MHSA Pre-Application housing projects and existing programs or projects for financial feasibility. Review and recommend restricting alternatives for existing projects, when necessary.
- (g) Assist DBH staff in presenting informational material on the MHSA Housing Master Plan and the Pre-Application process at mandatory Developer Workshops.
- (h) Assist DBH staff in developing policies and procedures to underwrite and recommend housing development projects or programs. Services will include, but will not be limited to: providing staff with current industry standards and underwriting policies and assist staff in developing procedural manual for project underwriting for MHSA Pre-Application projects.
- (i) Provide training to staff in affordable housing development practices and process, including, but not limited to federal, state,

and local funding sources, and the compliance and monitoring of affordable housing.

- (j) Assist DBH staff to review and comment on legislative issues associated with affordable housing development including, but not limited to: Low-Income Housing Tax Credits, changes in federal HUD regulations, Tax Exempt Bond program, State of California – Housing and Community Development Programs and newly proposed legislation for redevelopment related issues, and New Market Tax Credit Program.
 - (k) Provide technical assistance and consultation to DBH staff in planning and development of MHSA Housing in San Bernardino County, including following DBH's Housing Master Plan in identifying housing targets and specific populations for housing development.
- (2) Increase Access to Housing.
 - (a) Provide technical assistance and consultation to governmental jurisdictions and supportive housing sponsors to assist in the development of supportive housing, thereby increasing access to housing for enrolled clients. Assistance shall include brokering partnerships, strategies for siting projects and building community support, assistance with identifying other capital funding, structuring and managing master leases and leveraging grants and other housing resources, to include redevelopment agency funds and other sources. In addition, the selected Proposer will also work with local communities, lenders, advocates and public officials to address any misconceptions about supportive housing and to ensure projects are successful in finding appropriate sites.
 - (b) Provide technical assistance and consultation to DBH in selecting and recommending MHSA Housing projects for MHSA Housing Program funding, including an annual review of the "San Bernardino MHSA Housing Program Guidelines for Application."
 - (c) Provide technical assistance and consultation to DBH in submitting MHSA Housing Program applications to CalHFA and DMH, with a particular focus on Section D: MHSA Housing Program Supportive Housing and Services Information.
 - (d) Provide technical assistance and consultation to DBH to reach out to local jurisdictions for partnership. This includes developing and implementing an ongoing strategy to engage the leadership of local jurisdictions to partner with the County to achieve the units goals outlined in this plan, and continue to identify additional

resources that can be leveraged to provide additional housing opportunities for people with mental illness.

(3) Expand Housing Development Capacity

- (a) Provide technical assistance and training to organizations that are actively responding to funding opportunities.
- (b) Provide a series of four half-day training sessions or intensive workshops throughout the year on topics such as: community acceptance strategies, tenant referral and selection, opportunities for collaboration with developers and service providers, and successful partnerships.

(4) MHSA Housing Plan

- (a) Provide technical assistance and consultation to DBH in the implementation of the MHSA Housing Plan recommendations. The Plan shall be updated annually and submitted in June each year.
- (b) Monitor the MHSA Housing Plan financial model to develop permanent supportive housing for enrolled clients in the Full Service Partnerships (FSP) and assist the County in the implementation of recommendations. A Financial Model Report Update on findings will be submitted to DBH annually and shall include: unit production timeline, targeted tenancy, projected financing sources, estimated development costs and funding commitments for each year of the MHSA Housing Plan.

c) Continuum of Care Technical Assistance Outcomes/Deliverables

Provide targeted Technical Assistance related to strengthening the competitiveness of the CoC for HUD Homeless Assistance funding.

- (1) Provide responsive Technical Assistance to DBH staff in planning for the transition to HEARTH Act reforms, including providing information and analysis regarding the transition to the new HUD homeless program funding structure, spanning Emergency Solutions Grants (ESG) and CoC competitive funding streams. Underlying this transition is the federal goal that no-one is homeless longer than 30 days; that length of homeless episodes are reduced in communities; and that new and return entries into homelessness are also reduced.

d) Service Delivery Requirements

- (1) Obtain, provide, utilize, and maintain capacity to communicate in a timely manner with County via all of the following: electronic mail (e-mail), fax, telephone, voice mail and/or phone messaging service.

- (2) Attend DBH scheduled meetings at DBH specified locations in the County of San Bernardino at least two (2) times per month, and shall provide other services via telephone. Services shall occur Monday through Friday between 8:00 a.m. and 5:00 p.m.

e) Staffing

- (1) Staffing should be comprised of personnel with the appropriate background and education to effectively implement the requirements of the Contract. Proposer should describe the staffing pattern, including qualifications, degrees, and a detailed description of the roles and responsibilities of each anticipated position.
 - (a) Staff shall possess a Bachelor's Degree or equivalent related to housing development, planning, finance or other relevant field, excluding clerical/office support staff.
- (2) The selected Proposer shall provide adequate staff to fulfill the requirements of the Contract.

3. Program Consideration

a) Data Collection and Reporting Requirements

The successful Proposer shall submit all plans and reports to DBH Housing Program in an electronic format that is agreed upon by DBH Housing Program and the Proposer.

- (1) The selected Proposer shall complete and submit Monthly Status Reports by the 15th of each month to DBH Housing Program. Report to include the Proposer's activities and accomplishments during the previous month, the current status of the outcomes/deliverables listed above in Program Requirements [Paragraphs 2. b) MHSA Housing Program Outcomes/Deliverables and 2. c) Continuum of Care Technical Assistance Outcomes/Deliverables] and a forecast for the following month, which shall include at a minimum the Proposer's efforts and accomplishments and who the Proposer assisted in the completion of the work.
- (2) The selected Proposer shall submit an annual report summarizing its efforts, accomplishments, which DBH providers have been trained and/or received assistance, the Proposer's current status of all requirements, a forecast for the following year, and past resolutions and future strategies concerning the MHSA Housing Master Plan.
- (3) The selected Proposer shall submit a report of any changes in legislation concerning state MHSA housing.

V. CONTRACT REQUIREMENTS

A. General

The Proposer(s) selected may be required to agree to the terms contained below. If the Proposer has any objections, these objections must be addressed in the RFP response to the County or the objections will be deemed to have been waived.

1. Representation of the County

In the performance of the Contract, Proposer, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of County of San Bernardino.

2. Contractor Primary Contact

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to the County within two (2) business days. Contractor shall not change the primary contact without written notification and acceptance of the County. Contractor shall notify County when the primary contact will be unavailable/out of the office for one (1) or more workdays and will also designate a back-up point of contact in the event the primary contact is not available.

3. Change of Address

Contractor shall notify the County in writing of any change in mailing address within ten (10) calendar days of the address change.

4. Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

5. Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of provisions of the Contract shall be valid only when they have been reduced to writing, duly signed by both parties and attached to the original of the Contract and approved by the required persons and organizations.

6. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge San Bernardino County Department of Behavioral Health as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled

pursuant to this Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.

7. Attorney Costs & Fees

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Section V Part B-1 Indemnification.

8. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law, including Section 23-602 (Code of Conduct) of Chapter 23-600 of the California Department of Social Services (CDSS) Manual of Policies and Procedures. In the event that County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by County and such conflict may constitute grounds for termination of the Agreement.

This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

9. Confidentiality

Contractor shall be required to protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to the Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under the Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract. Contractor may be required to sign the DBH Non-Staff Oath of Confidentiality.

10. Contract Reimbursement

- a) Contracts are typically funded annually on a July 1 – June 30 fiscal year basis.
- b) Contractor shall bill the County monthly in arrears on claim forms approved by DBH. Claim forms shall be received by DBH no later than 45 after the end of each month.

- c) Reimbursement to Contractor shall be made monthly in arrears based on the reimbursement rate stated in budget schedules for actual service hours provided during the service month.
- d) Contractor shall collect revenues for the provision of the services described in this RFP and any Contract awarded. Such revenues may include, but are not limited to, fees for services, private contributions, grants or other funds. As any resulting contract from this RFP, may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 (ARRA), signed into law on February 17, 2009, Contractor shall comply with the terms and conditions as set forth and hereby incorporated by this reference as **Attachment M**.

11. Licenses and Permits

Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Contract.

12. Health and Safety

Contractor shall comply with all applicable State and local health and safety requirements and clearances, including fire clearances, for each site where program services are provided under the terms of the Contract.

13. Department of Justice Clearance

Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.

14. The Excluded Parties List System (EPLS)

Neither Contractor nor its employees or subcontractors shall be named on the EPLS, which includes information regarding entities debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. The EPLS can be accessed at <http://www.epls.gov/>. This information may include names, addresses, DUNS numbers, Social Security Numbers (SSNs), Employer Identification Numbers or other Taxpayer Identification Numbers, if available and deemed appropriate and permissible to publish by the agency taking the action. Please be aware that although United States General

Service Administration operates this system, individual agencies are responsible for the timely reporting, maintenance, and accuracy of their data.

- a) Selected Contractors shall be asked to certify that no staff member, officer, director, partner, or principal, or sub-contractor is "excluded" or "suspended" from any federal health care program, federally funded contract, state health care program or state funded contract. This certification shall be documented by completing the Attestation Regarding Ineligible/Excluded Persons (**Attachment N**) at time of the initial agreement execution and annually thereafter.
- b) Contractor acknowledges that Ineligible Persons are precluded from providing Federal and State funded health care services by agreement with County in the event that they are currently sanctioned or excluded by a Federal or State law enforcement regulatory or licensing agency.

15. Health Insurance Portability and Accountability Act

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, regulations have been promulgated governing the privacy and security of individually identifiable health information (IIHI) otherwise defined as Protected Health Information (PHI) or electronic Protected Health Information (ePHI). The HIPAA Privacy and Security Regulations specify requirements with respect to contracts between an entity covered under the HIPAA Privacy and Security Regulations and its Business Associates. A Business Associate is defined as a party that performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunction therewith, gains access to IIHI, or PHI or ePHI. Therefore, in accordance with the HIPAA Privacy and Security Regulations, Contractor shall comply with the terms and conditions as set forth in the attached Business Associate Agreement, hereby incorporated by this reference as **Attachment L**.

16. Pro-Children Act of 1994

Contractor will comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994.

17. Environmental Regulations

EPA Regulations - If the amount available to Contractor under the Contract exceeds \$100,000, Contractor will agree to comply with the Clean Air Act (42 USC 7606), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).

State Energy Conservation Clause - Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 20, Division 2, Chapter 4, California Code of Regulations).

18. Environmental Requirements

In accordance with County Policy 11-10, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractor to use both sides of paper sheets for reports submitted to the County whenever practicable.

Although the County has not committed to allowing a cost preference, if two products are equivalent and the cost is feasible the environmentally preferable product would be selected. The intent is to utilize proposers that reduce environmental impacts in their production and distribution systems whenever fiscally practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB939), Contractor must be able to annually report the County's environmentally preferable purchases using **Attachment O**. Service providers are asked to report on environmentally preferable goods and materials used in the provision of their services to the County.

19. Americans with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA). The ADA can be accessed at <http://www.usdoj.gov/crt/ada/adahom1.htm>.

20. Notification Regarding Performance

In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, notification will be made within one working day, in writing and by telephone to the County.

21. Termination for Convenience

The County for its convenience may terminate the Contract in whole or in part upon thirty (30) calendar day's written notice. If such termination is effected, an equitable adjustment in the price provided for in the Contract shall be made. Such adjustment shall provide for payment to the Contractor(s) for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice the Contractor(s) shall promptly discontinue services unless the notice directs otherwise. The Contractor(s) shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs, financial records and reports.

22. Venue

The venue of any action or claim brought by any party to the Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning the Contract is brought by

any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

23. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

24. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting contract, the County determines that the Proposer has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Proposer may be terminated from the RFP process or in the event a contract has been awarded, the contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

25. Electronic Fund Transfer Program

Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

26. Cultural Competency

The State Department of Mental Health (DMH) mandates counties to develop and implement a Cultural Competency Plan. This applies to all DBH Services. Policies and procedures and all services must be culturally and linguistically appropriate. Contract agencies will be included in the implementation process of the most recent state approved cultural competency plan for the County of San Bernardino and shall adhere to all cultural competency standards and requirements.

Cultural and Linguistic Competency. Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals that enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.

- a) The Contractor shall be required to assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective behavioral health and substance abuse services.

- b) DBH recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Providing medically necessary specialty behavioral health and substance abuse services in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective behavioral health and substance abuse services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost-effective.
- c) To assist the Contractor's efforts towards cultural and linguistic competency, DBH shall provide the following:
 - (1) Technical assistance to the Contractor regarding cultural competency implementation.
 - (2) Demographic information to the Contractor on service area for services planning.
 - (3) Cultural competency training for DBH and Contractor personnel. Contractor staff is encouraged to attend at least one cultural competency training per year.
 - (4) Interpreter training for DBH and Contractor personnel.
 - (5) Technical assistance for the Contractor in translating behavioral health and substance abuse services information to DBH's threshold language (Spanish).

27. Taxes

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

28. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

29. Prevailing Wage Laws (if applicable)

By its execution of this Agreement, Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. As well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more,

Vendor agrees to fully comply with such Prevailing Wage Laws. Vendor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Vendor's principal place of business and at the project site. Vendor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Vendor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws.

30. Disaster Response

The County may require the Potential Proposer selected to participate in a Disaster Response.

B. Indemnification and Insurance Requirements

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

Additional Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage

The Contractor shall furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department(s) and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and all endorsements immediately upon request.

Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management

determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

2. Insurance Specifications

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

Workers' Compensation/Employers Liability

A program of Workers' Compensation insurance or a State-approved, Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to County that it **does** not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

Commercial/General Liability Insurance

The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a) Premises operations and mobile equipment.
- b) Products and completed operations.
- c) Broad form property damage (including completed operations).
- d) Explosion, collapse and underground hazards.
- e) Personal Injury.
- f) Contractual liability.
- g) \$2,000,000 general aggregate limit.

Automobile Liability Insurance

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

3. Professional Services Requirements

Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits.

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims

made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

C. Right to Monitor and Audit

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, financial records, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.

Contractor shall cooperate with County in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by County.

2. Availability of Records

Contractor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program.

Records, should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy and shall be retained for at least seven (7) years from the date of final payment or final settlement, or until audit findings are resolved, whichever is longer.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of a Contract.

The Contractor shall maintain client and community service records in compliance with all regulations set forth by the State Department of Mental Health (DMH) and provide access to clinical records by DBH staff.

Contractor(s) shall agree to maintain and retain all appropriate service and financial records for a period of at least seven (7) years, or until audit findings are resolved, whichever is later.

3. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All

inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

4. Single Audit Requirement

Pursuant to OMB Circular A-133, Contractors expending the threshold amount, or more, in Federal funds in a year through a contract with County must have a single or program-specific audit performed which shall comply with the following requirements:

- a) The audit shall be performed by a licensed Certified Public Accountant (CPA) in accordance with OMB Circular A-133 (latest revision) Audits of States, Local Governments, and Non-Profit Organizations.
- b) The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, latest revision, issued by the Comptroller General of the United States.
- c) A copy of the audit performed in accordance with the provisions of OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year.
- d) The cost of the audit made in accordance with the provisions of OMB Circular A-133 can be charged to applicable Federal funds. Where apportionment of the audit is necessary, such apportionment shall be made in accordance with generally accepted accounting principles, but shall not exceed the proportionate amount that the Federal funds represent of the Contractor's total revenue.
- e) The work papers and the audit reports shall be retained for a minimum of seven (7) years from the date of the audit reports, and longer if the independent auditor is notified in writing by the County to extend the retention period.
- f) Audit work papers shall be made available upon request to the County, and copies shall be made as reasonable and necessary.
- g) The Contractor is responsible for follow-up and corrective action on all audit findings in the single or program-specific audit report, as directed by the County in coordination with the State.

VI. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

Proposer agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Proposer shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from DBH Contracts Unit.

B. Civil Rights Compliance

The Proposer shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. Consistent with the requirements of applicable federal or state law, the Proposer shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, and evaluation, employment of personnel or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical disabilities. The Proposer shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified individuals with disabilities in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977. The Proposer shall include the nondiscrimination and compliance provisions of this contract in all subcontracts to perform work under this contract. Notwithstanding other provisions of this section, the Proposer may require a determination of medical necessity pursuant to Title 9, CCR, Section 1820.205 Section 1830.205 or Section 1830.210, prior to providing covered services to a beneficiary.

VII. EMPLOYMENT OF FORMER COUNTY OFFICIALS

The Proposer shall provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

VIII. IMPROPER CONSIDERATION

The Proposer shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this RFP.

The County, by written notice, may immediately reject any proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process or any

solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Proposer shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

IX. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The County reserves the right to request the information described herein from the Proposer selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Proposer. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative agency. The selected Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Proposer may be asked to disclose whether the agency or any of its partners, principals, members, associates or key employees (as that term is defined herein) has been indicted or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the agency's business, or whether the agency, or any of its partners, principals, members, associates or key employees, has been indicted or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may be asked to disclose whether the agency or any of its partners, principals, members, associates or key employees has been the subject of legal proceedings as defined herein arising directly from the provision of services by the agency or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the agency or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the agency's offices or locations.

X. CALIFORNIA PUBLIC RECORDS ACT

All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 and following. Proposals may contain financial or other data which constitutes a trade secret. To protect such data from disclosure, Proposer should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages_____ of this Proposal response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under Federal, State, and local law.

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Proposer will be advised of the request and may expeditiously pursue a court order prohibiting the release of information. The County will exercise care in determining whether or not to release the requested information but will not be held liable for any damage or injury which may result from any disclosure that may occur.

XI. SUBCONTRACTOR STATUS

- A. If the Primary Agency (defined as the agency submitting the proposal) intends to subcontract any part of the services for which it is "proposing" to a separate and independent agency or agencies, it **must** submit a written Memorandum of Understanding (MOU) with that agency or agencies with **original signatures** to DBH as part of the proposal. The MOU must clearly define the following:
 - 1. The name of the subcontracting agency.
 - 2. The amount (units, minutes, etc.) and types of services to be rendered under the MOU.
 - 3. The amount of funding to be paid to the subcontracting agency.
 - 4. The subcontracting agency's role and responsibilities as it relates to the Contract.
 - 5. A detailed description of the methods by which the Primary Agency will insure that all subcontracting agencies meet the monitoring requirements associated with funding regulations.
 - 6. A budget sheet outlining how the subcontracting agency will spend the allocation.
- B. Any subcontracting agency must be approved in writing by DBH and shall be subject to all applicable provisions of any agreement "awarded" to the Primary Agency as a result of the RFP process. The Primary Agency will be fully responsible for any performance of a subcontracting agency.
- C. DBH will not reimburse contractor or subcontractor for any expenses due to services rendered by a subcontractor **NOT** approved in writing by DBH.

XII. PROPOSAL SUBMISSION

- A. General
 - 1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, to include all appendices, attachments, exhibits, schedules, and addenda (as applicable) and agrees that all requirements of this RFP have been satisfied.

2. Proposals must be submitted in the format described in this Section. Proposals ~~are~~ to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Proposals must be received no later than the date and time at the designated location as specified in Section I, Paragraph H - Proposal Submission Deadline.**
5. All proposals and materials submitted become the property of the County.

B. Proposal Presentation

1. **One original, with original signatures**, which may be bound, and **six (6) additional** unbound copies of the written proposal are required. (For a total of seven (7) proposals.) The **original proposal** must be clearly marked "**Original Proposal**". If one copy of the proposal is not clearly marked "**Original Proposal**", the proposal may be rejected. However, the County may at its sole option select, immediately after proposal opening, one copy to be used as the **original proposal**. If discrepancies are found between two or more copies of the proposal, the proposal may be rejected. However, if not rejected, the **original proposal** will provide the basis for resolving such discrepancies.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and "**CONFIDENTIAL – HOUSING CONSULTATION SERVICES - RFP DBH 11-103.**"
3. All proposals must be submitted on 8 1/2" by 11" recycled paper with double sided printing, unless specifically shown to be impracticable, with no less than 1/2" top, bottom, left and right margins. Proposals must be typed or prepared with word processing equipment and double-spaced. Type face must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.

C. Proposal Format

Response to this Request for Proposal must be in the form of a proposal package. **An original proposal with original signatures**, which may be bound, must be clearly marked "**Original Proposal**". In addition, DBH requires (6) unbound copies of the proposal. There should be a total of seven (7) copies submitted or the proposal may be rejected. The content of the proposal must be submitted in the following sequence and format:

1. Cover Page	<p>Submit a letter, on letterhead stationery, signed by a duly authorized officer, employee, or agent of the organization/agency submitting the proposal that includes the following information: Submit three statements:</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. A statement that the proposal is submitted in response to the Request for Proposal, Housing Consultation Services RFP – DBH 11-103. <input type="checkbox"/> b. A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the County on behalf of the organization or agency. <input type="checkbox"/> c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization/agency.
2. Proposal Submission Check List	<ul style="list-style-type: none"> <input type="checkbox"/> Complete and include Attachment A to ensure that all requested items have been included.
3. Table of Contents	<ul style="list-style-type: none"> <input type="checkbox"/> Complete a table of contents for the entire proposal with respective page numbers opposite each topic. See Attachment B
4. Statements of Certification and Reportable Conditions	<ul style="list-style-type: none"> <input type="checkbox"/> Complete and include Attachment C – Statements of Certification in this section of the proposal; also attach a concise statement of the services proposed. <input type="checkbox"/> Complete and include Attachment D – Reportable Conditions in this section of the proposal. <input type="checkbox"/> If necessary, complete and include Attachment E – Exceptions and Disclosures to RFP.
5. Proposal/Narrative Description	<p>Proposal should address, but is not limited to addressing, all items in Section IV, Paragraph C - Program Description and the following items:</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. A brief synopsis of the Proposer's understanding of the County's needs and how the Proposer plans to meet these needs. This should provide a broad understanding of the Proposer's entire proposal. <input type="checkbox"/> b. A narrative description of the proposed plan to achieve the program objective and requirements addressing the following elements: <ul style="list-style-type: none"> <input type="checkbox"/> 1) Experience and expertise as a public sector consultant in affordable housing development work involving innovative financing strategies. <input type="checkbox"/> 2) Knowledge of and experience with large-scale affordable housing development work at state levels over, at least, the last ten (10) years. <input type="checkbox"/> 3) Successful work in the coordination of behavioral health-related affordable housing planning, development and oversight across multiple agencies (i.e., MHSA Housing Projects/Programs). <input type="checkbox"/> 4) Describe knowledge of legislative issues associated with affordable housing development (i.e., MHSA Housing Projects/Programs). <input type="checkbox"/> 5) Describe experience providing financial analysis. <input type="checkbox"/> 6) Discuss knowledge and experience of affordable housing funding sources (i.e., MHSA Housing Projects/Programs). <input type="checkbox"/> 7) Describe the agency's experience presenting informational material regarding affordable housing projects. <input type="checkbox"/> 8) Describe staffing for the program, including basic level of responsibilities, duties, supervisory structure, level of authority and experience of staff members, and licensure/degrees held related to

- ☐ housing development, planning, finance or other relevant field.
- ☐ 9) Discuss Agency's methods for achieving goals cost effectively.
- ☐ 10) State the address of the Agency's facility and methods of communication and explain why they are appropriate for this contract.
- ☐ 11) Describe the Agency's capacity to achieve outcomes/deliverables.
- ☐ 12) Describe how the Agency will respond to the training requirements.
- ☐ 13) Explain how the Agency will develop an advocacy and support network (i.e., community outreach for each housing project).
- ☐ 14) Explain how the agency will keep abreast of any special program or funding requirements (i.e., recent changes in redevelopment law or potential funding opportunities or changes).
- ☐ 15) Provide some examples of the outcomes expected.
- ☐ c. Describe your Agency's state of readiness to provide services, which shall include:
 - ☐ 1) A Detailed Implementation Plan.
 - ☐ 2) Your timeline for hiring staff during the first program year.
 - ☐ 3) Explanation of any assumptions and/or constraints.

6. Statements of Experience

Include the following in this section of the proposal:

- ☐ a. Business name of the Proposer and legal entity such as corporation, partnership, etc.
- ☐ b. Number of years the Proposer has been in business under the present business name, as well as related prior business names.
- ☐ c. A statement that the prospective Proposer has a demonstrated capacity to perform the required services.
- ☐ d. List any applicable licenses or permits presently held and indicate ability to obtain any additional licenses or permits that may be required.
- ☐ e. A statement that the Proposer has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.
- ☐ f. Experience of principal individuals of the prospective Proposer's present organization in the areas of financial and management responsibility, including names of principal individuals, current position or office and their years of service experience, including capacity, magnitude and type of work.
- ☐ g. With respect to contracts completed during the last five years which involve similar type projects, for each contract show:
 - ☐ 1) Date of completion and duration of each contract.
 - ☐ 2) Type of service.
 - ☐ 3) Total dollar amount contracted for and amount received.
 - ☐ 4) Location of area served.
 - ☐ 5) Name and address of agency with which contracted and agency person administering the contract.
 - ☐ 6) If none, so state.
- ☐ h. If any contract was terminated prior to the original termination date during the last five years, for each contract show:
 - ☐ 1) Date of termination and duration of each contract.
 - ☐ 2) Type of service.
 - ☐ 3) Total dollar amount contracted for and amount received.

	<ul style="list-style-type: none"> <input type="checkbox"/> 4) Location of area served. <input type="checkbox"/> 5) Name and address of agency with which contracted and agency person administering the contract. <input type="checkbox"/> 6) Reason for termination. <input type="checkbox"/> 7) If none, so state. <input type="checkbox"/> i. With respect to contracts currently in effect, for each contract show: <ul style="list-style-type: none"> <input type="checkbox"/> 1) Contract start date and date due for completion. <input type="checkbox"/> 2) Type of service. <input type="checkbox"/> 3) Total contract amount. <input type="checkbox"/> 4) Location of area served. <input type="checkbox"/> 5) Name and address of agency with which the organization is currently contracting and agency person administering the contract. <input type="checkbox"/> 6) If none, so state. <input type="checkbox"/> j. Controlling interest in any other agencies providing equivalent or similar services. If none, so state. <input type="checkbox"/> k. Financial interest in other lines of business. If none, so state. <input type="checkbox"/> l. Pending litigation involving the Proposer or any officers, employees, and/or consultants thereof, in connection with contracts. If none, so state. <input type="checkbox"/> m. Convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants, and employees. If none, so state. <input type="checkbox"/> n. A statement that the Proposer does not have any commitments or potential commitments which may impact on the Proposer's assets, lines of credit, guarantor letters, or ability to perform the Contract. <input type="checkbox"/> o. A statement by the Proposer certifying that neither it nor its principles is presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in transactions with federal departments or agencies.
7. Subcontractor Information	<p>If a Proposer plans to subcontract any portion of the service delivery described in the RFP, include a written justification for subcontracting.</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. Complete and include Attachment F. <input type="checkbox"/> b. Attach the MOU with original signatures that includes: <ul style="list-style-type: none"> <input type="checkbox"/> 1) The amount (units, minutes, etc.) and types of services to be rendered under this MOU. <input type="checkbox"/> 2) The amount of funding to be paid to the subcontracting agency. <input type="checkbox"/> 3) A detailed description of the methods by which the Primary Agency will insure that all subcontracting agencies meet the monitoring requirements associated with funding regulations. <input type="checkbox"/> 4) A budget sheet outlining how the subcontracting agency will spend the allocation. <input type="checkbox"/> 5) A description of the subcontracting agency/ies and responsibility as it relates to this contract. <input type="checkbox"/> c. Any subcontracting agency must be approved by DBH and shall be subject to all applicable provisions of any agreement "awarded" to the Primary Agency as a result of the RFP process. The Primary Agency will be fully responsible for any performance of a subcontracting agency. <p>NOTE: DBH will not reimburse contractor or subcontractor for any expenses due to services rendered by a subcontractor NOT approved by DBH.</p>
8. Audited financial statements	<ul style="list-style-type: none"> <input type="checkbox"/> Such statements shall be the most recent and complete audited financial statement available and shall be for a fiscal period not more than eighteen (18) months old at time of submission. See Attachment G.

	<p><input type="checkbox"/> 1)a. In accordance with CDSS MPP Section 23-610(L), submit the three most recent and complete annual audited financial statements; the most recent must be completed within the past 18 months.</p> <p style="text-align: center;">-OR-</p> <p><input type="checkbox"/> 1)b. If the business has been in existence for less than three years, provide the most recent statements. These statements shall be audited by an independent, certified public accountant.</p> <p>NOTE: <input type="checkbox"/> If you do not have audited financial statements please submit unaudited financial statements for the three most current years. (Including balance sheet, income statement, and statement of cash flow).</p> <p><input type="checkbox"/> 2) In accordance with CDSS MPP Section 23-610(m), submit an unaudited financial statement to cover the period from the last audited statement to present, ending no more than 120 days prior to the date of submission of this proposal.</p>
9. Insurance	<p><input type="checkbox"/> Submit evidence of ability to obtain insurance in the amounts and coverages stated in Section V, Paragraph B - Indemnification and Insurance Requirements. See Attachment H.</p>
10. Local Preference Policy Form	<p><input type="checkbox"/> Complete and include Attachment I in your response to this RFP.</p>
11. Program Budget	<p><input type="checkbox"/> Submit complete Budget Proposal (Schedule A's) for each fiscal year for cost analysis purposes (See Attachment J – Sample and Attachment K – Cover Page). Electronic version will be e-mailed to each agency upon verification of mandatory proposal conference attendance or upon request, as appropriate.</p> <p><input type="checkbox"/> Proposer should utilize OMB-122 for non-profit organizations in preparing budget as well as other applicable regulatory guidelines.</p> <p>NOTE: Failure to submit Budget sheets for each year <u>WILL</u> result in the elimination of the entire submitted proposal; it will not move forward in the evaluation process.</p>

XIII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

All proposals will be subject to a standard review process developed by County. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based on demonstrated performance.

B. Evaluation Criteria

1. Initial Review - All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a) The proposal must be **complete as requested in Section XII – Proposal Submission, Paragraph - C Proposal Format**, include all required documents, and be in compliance with all the requirements of this RFP.
 - b) Prospective Proposers must meet the requirements stated in the Minimum Proposer Requirements as outlined in **Section I, Paragraph C**.

Failure to meet all of these requirements may result in a rejected proposal. Incomplete proposals (those missing required documents) will be disqualified. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

2. **Evaluation** - Proposals meeting the above requirements will also be evaluated on the basis of the following criteria and **specific programmatic criteria will be weighted** as indicated:

- a) Demonstrated ability to identify housing opportunities for the target population while acting as a public sector consultant in an affordable housing development.
- b) Proposed Program Services and Strategies.
- c) Ability to provide training, conduct workshops, and present informational material.
- d) Demonstrated ability and capacity to achieve outcomes/deliverables.
- e) Readiness to provide services.
- f) Experience.
- g) Staffing levels and qualifications.
- h) Appropriateness of service delivery (capacity and methods of communication and ability to attend meetings).

PROGRAM COMPONENTS (60% OF FINAL SCORE)		% weighted value
a.	Demonstrated ability to identify housing opportunities for the target population while acting as a public sector consultant in an affordable housing development.	7%
b.	Ability to provide required services as specified in the RFP.	15%
c.	Ability to provide training, conduct workshops, and present informational material.	6%
d.	Demonstrated ability and capacity to achieve outcomes/deliverables.	8%
e.	Ability to provide specified services by contract start date.	15%
f.	Has experience in providing services described in RFP.	22%
g.	Meets staffing levels and requirements.	22%
h.	Appropriateness of service delivery (capacity and methods of communication and ability to attend meetings).	5%
Total Program Component		100.00%

Below is a **SAMPLE** of the rating guidelines for the Program Component of the Evaluation. These ratings are assigned a value from five to one. (5, 4, 3, 2, 1).

5	(90-100%)	<ul style="list-style-type: none"> • Full understanding of target population, program services and strategies. • Full explanation of capacity, readiness, experience, staffing and qualifications. • Optimal service delivery environment.
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4	(80-89%)	<ul style="list-style-type: none"> Broad understanding target population, program services and strategies. Broad explanation of capacity, readiness, experience, staffing and qualifications. Appropriate service delivery environment.
3	(70-79%)	<ul style="list-style-type: none"> General understanding of target population, program services and strategies. General explanation of capacity, readiness, experience, staffing and qualifications. Adequate service delivery environment.
2	(60-69%)	<ul style="list-style-type: none"> Limited understanding of target population, program services and strategies. Limited explanation of capacity, readiness, experience, staffing and qualifications. Proposed adequate service delivery environment.
1	(59% or less)	<ul style="list-style-type: none"> Willingness and/or ability to learn to serve target population, program services and strategies. Demonstrates willingness, not ability of capacity, readiness, experience, staffing and qualifications. Does not have sufficient detail of appropriate plan of proposed service delivery environment.

Evaluation (Continued) – Proposals would also be evaluated on the basis of the specific financial criteria as indicated below:

- i) Specific financial criteria:
- (1) Reimbursement Rate
 - (2) Administrative Expense to Total Cost Ratio
 - (3) Financial Statement Reliability
 - (4) Current Ratio – Liquidity Ratio
 - (5) Debt to Asset Ratio
 - (6) Quick Ratio (Acid Test)

FINANCIAL COMPONENTS (35% OF FINAL SCORE)		% weighted value
(1)	Reimbursement Rate – Shows the effectiveness of the services being provided to ensure we are getting the most out of our program dollar. Will be rated based on desired average of the department.	30%
(2)	Administrative Expense to Total Cost Ratio – Shows how costs are going to be expensed, will show if the money will be spent on services being performed or if it will be in large overhead amounts. Will be rated based on desired average of the department.	20%
(3)	Financial Statement Reliability – Shows the accuracy and reliability of the company's financial statements, whether they are independently audited, compiled, or unaudited.	12.5%
(4)	Current Ratio – Liquidity Ratio which measures company's ability to meet short term obligations, to ensure the company will be able to meet outstanding debts coming to maturity in the next 12 months.	12.5%

	This will be compared to industry average.	
(5)	Debt to Asset Ratio – Shows how much of the company's assets are financed through debt and will show the long term stability of the company. This will be compared to industry average.	12.5%
(6)	Quick Ratio (Acid Test) – Shows the company's short term liquidity, this measures the company's ability short term obligations with liquid assets in case of immediate need. This will be compared to industry average.	12.5%
Total Fiscal Component		100.00%

FINANCIAL COMPONENTS	
•	Reimbursement Rate – A standard range of cost per service hour will be determined by DBH using past program and fiscal data. Depending on where your reimbursement rate falls within that range, you will receive a score of 1-7.
•	Administrative Expense to Total Cost Ratio – A standard range of administrative expenses to total cost ratio will be determined by DBH using past program and fiscal data. Depending on where your administrative expense to total cost ratio falls within that range, you will receive a score of 1-7.
•	Financial Statement Reliability – You will earn points based on how accurate and reliable your financial statements are. If you have independently audited financial statements with an unqualified opinion you will receive the full 7 points. As your financial data's accuracy and reliability goes down, for example, audited with a qualified opinion or audit exceptions, unaudited financial statements, compiled statements, accounting software printouts, or simple excel sheets, your rating will go down in this category.
•	Current Ratio – An industry benchmark range of Current Ratio will be obtained and depending on where your cost per participant falls within that range, you will receive a score of 1-7.
•	Debt to Asset Ratio – An industry benchmark range of Debt to Asset Ratio will be obtained and depending on where your cost per participant falls within that range, you will receive a score of 1-7.
•	Quick Ratio (Acid Test) – An industry benchmark range of Quick Ratio will be obtained and depending on where your cost per participant falls within that range, you will receive a score of 1-7.

While cost is a major consideration in the evaluation process, selection will be based on determination of which proposal will best meet the needs of the County and the requirements of this RFP.

3. Proposal Scoring

The evaluation process for this procurement will be scored and weighted as follows:

- a) Program Components Evaluation - 60% of Final Score
- b) Financial Components Evaluation - 35% of Final Score
- c) Local Preference Policy - 5% of Final Score.

C. Protests

Proposers may protest the recommended award, provided the protest is in writing, contains the RFP number, is delivered to the address listed in Section I, Paragraph F of this RFP, and

submitted within ten (10) calendar days of the date on the notification of denial of funding or intent to award.

A protest for DENIAL OF AWARD can only be brought on the following grounds:

1. Procedural irregularities: County fails to adhere to requirements specified in the RFP or any addenda or amendments.
2. Conflict of Interest Violation: There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. A violation of State or Federal law.

Protests will not be accepted on any other grounds. All protests will be handled by a panel designated by the Director of the Department of Behavioral Health.

The County will consider only those specific issues addressed in the written valid and accepted protest(s), which must include any documentation or information that supports the protest and the specific reasons and rationale for the protest. A written response will be directed to the protesting Proposer within fourteen (14) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

D. Final Authority

The final authority to award a Contract(s) rests solely with the County of San Bernardino Board of Supervisors.

The following statements are incorporated as part of the proposal in response to the County of San Bernardino:

PROPOSAL SUBMISSION CHECKLIST

Use this checklist to ensure that all items have been included. This form is to be completed and included in the proposal.

	Items Completed	Number of Pages
1.	Cover Page	
2.	Attachment A – Proposal Submission Checklist	
3.	Attachment B – Table of Contents	
4.	Attachment C – Statements of Certification	
5.	Attachment D – Reportable Conditions	
6.	Proposal/Narrative Description	
7.	Statements of Experience	
8.	Attachment E – Exceptions/Disclosures to RFP, if necessary	
9.	Attachment F – Subcontractor Information; with attached copy of MOU	
10.	Attachment G – Financial Capability (Audited Financial Statements)	
11.	Attachment H - Insurance Forms	
12.	Attachment I – Local Preference Policy	
13.	Attachment K – Budget Cover Page with appropriate budget submissions	

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**STATEMENTS OF CERTIFICATION
RFP DBH 11-103**

Statement		Agree (Initial)	Disagree with requirement (initial and explain in E- Exceptions)
1.	Services will be provided as described in the Request for Proposals, beginning July 1, 2012 and continuing through June 30, 2015.		
2.	The offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.		
3.	All declarations in the proposal and any attachments are true and shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.		
4.	All aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.		
5.	The proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract is awarded.		
6.	Proposer will provide the County with any other information that the County determines is necessary for an accurate determination of the Proposer's ability to perform services as proposed.		
7.	If selected, the Proposer agrees to comply with all applicable rules, laws, and regulations.		
8.	Proposer agrees to the right of the County, State and federal governments to audit the Proposer's financial and other records.		

Signature (*Authorized Signer*)

Date

Print Name

Company/Agency

Address

**REPORTABLE CONDITIONS
RFP DBH 11-103**

Statement		None to Disclose(Initial)	Disclosures (Initial and explain in Attachment E-Exceptions/Disclosures)
1.	Former County Officials		1.
2.	Similar Contracts		2.
3.	Terminated Contracts		3.
4.	Current Contracts		4.
5.	Controlling Interest		5.
6.	Financial Interest		6.
7.	Pending Litigation		7.
8.	Convictions or adverse court rulings		8.

Signature
(Authorized Signer)

Date

Print Name

Company/Agency

Address

**EXCEPTIONS AND DISCLOSURES
TO RFP DBH 11-103**

Proposer has reviewed the RFP and General Contract Terms in their entirety and has the following exceptions: (Please list your exceptions by indicating the section or paragraph number, and page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

DISCLOSURES

Proposer reports the following:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Title: _____ Date: _____

SUBCONTRACTOR NAME (<i>name of agency, entity or organization</i>):	
Name And Title Of Proposer's Contact Person:	
Mailing Address:	
Telephone Number:	
Fax Number:	
Email Address:	
Federal Employer Identification Number:	
Number of years under current name:	
Justification for Subcontracting: (Work)	
Capacity to Perform the Required Services Statement:	
Subcontractor's Authorized Signature:	
<p>The undersigned hereby certifies that the information above is correct and agrees to serve as a subcontractor on and perform all work as indicated above and will comply with all items as indicated in Section IV of the Housing Consultation Services, RFP DBH 11-103.</p> <p>I have attached an MOU with original signatures to this sheet for DBH review.</p>	
Signature: _____ Date: _____	
Print Name: _____ Title: _____	

PROPOSER'S FINANCIAL CAPABILITY

Use this page as a cover sheet for financial documents.

Per Section XII, Sub Section C, Item #8 of this RFP:

Proposer must provide the Company's three most recent and complete annual audited financial statements; the most recent must be completed within the past 18 months.

If business has been in existence less than three years, and audited financial statements are not available, you must provide most recent financial statements that have been audited by an independent, certified public accountant.

If you do not have audited financial statements please submit unaudited financial statements for the three most current years.

You must also provide an unaudited financial statement to cover the period from the last audited statement to present, ending no more than 120 days prior to the date of submission of this proposal.

INSURANCE

Use this page as a cover sheet when submitting insurance documents.

Submit evidence of ability to insure **as** stated in Section V, Sub section B - Indemnification and Insurance Requirements.

County of San Bernardino Department of Behavioral Health Local Preference Policy Form

Please check all that apply:

1.	Main or regional Office located within County boundaries.	<input type="checkbox"/>
2.	Issued a business license, if required, and has been established and open for six months prior to release of solicitation.	<input type="checkbox"/>
3.	Has a minimum of 25% full-time management employed and 25% of its full-time regular employees working from County locations.	<input type="checkbox"/>
4.	The statements above do not apply to our agency.	<input type="checkbox"/>

Signature
(Authorized Signer)

Date

Print Name

Company/Agency

Address

BUDGETS

Use this page as a cover sheet when submitting budgets.

Submit complete Budgets (Schedule A's) for each fiscal year for cost analysis purposes (See Attachment J - Sample). Electronic version will be e-mailed to each agency upon verification of mandatory proposal conference attendance or upon request, as appropriate.

NOTE: Failure to submit the Budget sheets for each year as requested WILL result in the elimination of the entire submitted proposal; it will not move forward in the evaluation process.

BUSINESS ASSOCIATE AGREEMENT

Except as otherwise provided in this Agreement, Name of Business Associate, hereinafter referred to as BUSINESS ASSOCIATE, may use, access or disclose Protected Health Information to perform functions, activities or services for or on behalf of the COUNTY OF SAN BERNARDINO, hereinafter referred to as the COVERED ENTITY, as specified in this Agreement and the attached CONTRACT, provided such use, access or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 United States Code (USC) 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Federal Regulations (CFR) Parts 160, 162, and 164, hereinafter referred to as the Privacy and Security Rules and patient confidentiality regulations, including but not limited to, California Civil Code 56 – 56.16, 56.20, 56.36, Health and Safety Codes 1280.1, 1280.3, 1280.15, 130200, Title 42 of the Code of Federal Regulations Part 2, and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (the "HITECH Act") and any regulations adopted or to be adopted pursuant to the HITECH Act that relate to the obligations of business associates. Business Associate recognizes and agrees it is obligated by law to meet the applicable provisions of the HITECH Act.

I. Definitions.

- a. "Breach" means the acquisition, access, use or disclosure of Protected Health Information (PHI) in a manner not permitted under HIPAA (45 CFR Part 164, Subpart E), CA and/or Civil Code 56.36 which compromises the security or privacy of the Protected Health Information. For the purposes of HITECH, a breach shall not include:
 - 1. Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of Covered Entity or the Business Associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the HIPAA Privacy Rule; or
 - 2. Any inadvertent disclosure by a person who is authorized to access PHI at Covered Entity or Business Associate to another person authorized to access Protected Health Information at Covered Entity or Business Associate, respectively, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule; or
 - 3. A disclosure of PHI where Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- b. "Business Associate" means with respect to a Covered Entity, a person who:
 - 1. On behalf of such Covered Entity, but other than in the capacity of a member of the workforce of such Covered Entity performs or assists in the performance of:
 - (a) a function or activity involving the use or disclosure of Personally Identifiable Health Information, including claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, and repricing; or

- (b) any other function or activity regulated by the HIPAA Privacy or HIPAA Security Regulations; or
- 2. Provides, other than in the capacity of a member of the workforce of such Covered Entity, legal, actuarial, accounting, consulting, data Aggregation, management, administrative, accreditation or financial services to or for such Covered Entity where the provision of the service involves the disclosure of Personally Identifiable Health Information from such Covered Entity to the person.
- c. "Patient/Client" means Covered Entity funded person who is the patient or client of the Business Associate.
- d. "Covered Entity" means a health plan, a health care clearinghouse or a health care provider who transmits any health information in electronic form in connection with a transaction covered by HIPAA Privacy and Security Regulations.
- e. "Data Aggregation" means, with respect to PHI created or received by a Business Associate in its capacity as the Business Associate of a Covered Entity, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another Covered Entity, to permit data analyses that relate to the health care operations of the respective Covered Entities.
- f. "Discovered" means a breach shall be treated as discovered by Covered Entity or Business Associate as the first day on which such breach is known to such Covered Entity or Business Associate, respectively, (including any person, other than the individual committing the breach, that is an employee, officer or other agent of such entity or associate, respectively) or should reasonably have been known to such Covered Entity or Business Associate (or person) to have occurred.
- g. "Electronic Protected Health Information" or "Electronic PHI" means PHI that is transmitted by or maintained in electronic media as defined in the HIPAA Security Regulations.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- i. "HIPAA Privacy Rule" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to protect the privacy of Protected Health Information, including, but not limited to, 45 CFR Part 160 and 45 CFR Part 164, Subpart A and Subpart E.
- j. "HIPAA Security Rule" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to protect the security of Electronic Protected Health Information, including, but not limited to, 45 CFR Part 160 and 45 CFR Part 164, Subpart A and Subpart C.
- k. "HITECH Act" means the privacy, security and security Breach notification provisions applicable to Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), which is Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and any regulations promulgated thereunder.

- I. "Personally Identifiable Health Information" means information that is a subset of health information, including demographic information collected from an individual, and;
 - 1. is created or received by a health care provider, health plan, employer or health care clearinghouse; and
 - 2. relates to the past, present or future physical or mental health condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and
 - (a) that identifies the individual; or
 - (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- m. "Protected Health Information" or "PHI" means Personally Identifiable Health Information transmitted or maintained in any form or medium that (i) is received by Business Associate from Covered Entity, (ii) Business Associate creates for its own purposes from Personally Identifiable Health Information that Business Associate received from Covered Entity, or (iii) is created, received, transmitted or maintained by Business Associate on behalf of Covered Entity. Protected Health Information excludes Personally Identifiable Health Information in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. Section 1232(g), records described at 20 U.S.C. Section 1232g(a)(4)(B)(iv), and employment records held by the Covered Entity in its role as employer.
- n. "Secured PHI" means PHI that was rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technologies or methodologies specified under Section 13402 (h)(2) of the HITECH Act under ARRA.
- o. "Unsecured PHI" means PHI that is not secured through the use of a technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services.
- p. Any terms capitalized, but not otherwise defined, in this Agreement shall have the same meaning as those terms have under HIPAA, the HIPAA Privacy Rule, the HIPAA Security Rule and the HITECH Act.

II. **Obligations and Activities of Business Associate.**

- a. **Permitted Uses.** Business Associate shall not use, access or further disclose Protected Health Information other than as permitted or required by this Agreement and as specified in the attached **CONTRACT** or as required by law. Further, Business Associate shall not use Protected Health Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. Business Associate shall disclose to its employees, subcontractors, agents, or other third parties, and request from Covered Entity, only the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted hereunder.
- b. **Prohibited Uses and Disclosures.** Business Associate shall not use or disclose Protected Health Information for fundraising or marketing purposes. Business Associate shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates; 42 U.S.C. Section

17935(a) and 45 C.F.R. section 164.522(a)(1)(i)(A). Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to this Agreement.

- c. **Appropriate Safeguards.** Business Associate shall implement the following administrative, physical, and technical safeguards in accordance with the Security Rule under 45 C.F.R., Sections 164.308, 164.310, 164.312 and 164.316:
1. Implement policies and procedures to prevent, detect, contain and correct security violations; identify the security official who is responsible for the development and implementation of the policies and procedures required by this subpart for the entity; implement a security awareness and training program for all members of its workforce; implement policies and procedures to prevent those workforce members who do not have access from obtaining access to electronic PHI; implement policy and procedures to address security incidents; establish policies and procedures for responding to an emergency or other occurrence that damages systems that contain electronic PHI; and perform a periodic technical and nontechnical evaluation in response to environmental or operational changes affecting the security of electronic PHI that establishes the extent to which an entity's security policies and procedures meet the requirements of this subpart.
 2. Implement policies and procedures to limit physical access to its electronic information systems and the facility or facilities in which they are housed, while ensuring that properly authorized access is allowed; implement policies and procedures that specify the proper functions to be performed, and the physical attributes of the surroundings of a specific workstation or class of workstations that can access electronic PHI; implement physical safeguards for all workstations that access electronic PHI; restrict access to authorized users; implement policies and procedures that govern the receipt and removal of hardware and electronic media that contain electronic PHI into and out of a facility and the movement of these items within the facility.
 3. Implement technical policies and procedures for electronic information systems that maintain electronic PHI to allow access only to those persons or software programs that have been granted access rights as specified in 45 C.F.R., Section 164.208; implement hardware, software and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic PHI; implement policies and procedures to protect electronic PHI from improper alteration, destruction, unauthorized access or loss of integrity or availability.
- d. **Mitigation.** Business Associate shall have procedures in place to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use, access or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- e. **Reporting of Improper Access, Use or Disclosure or Breach.** Business Associate shall report to Covered Entity's Office of Compliance any unauthorized use, access or disclosure of unsecured Protected Health Information or any other security incident with respect to Protected

Health Information no later than two (2) business days upon the discovery of potential breach. Additionally, effective February 17, 2010, the Business Associate shall report to the Covered Entity's Office of Compliance any breach consistent with the regulations promulgated under HITECH by the United States Department of Health and Human Services, 45 CFR Part 164, Subpart D, within two (2) business days of discovery of the potential breach. Upon discovery of the potential breach, the Business Associate shall complete the following actions:

1. Provide Covered Entity's Office of Compliance with the following information to include but not limited to:
 - (a) Date the potential breach occurred;
 - (b) Date the potential breach was discovered;
 - (c) Number of staff, employees, subcontractors, agents or other third parties and the titles of each person allegedly involved;
 - (d) Number of potentially affected patients/clients; and
 - (e) Description of how the potential breach allegedly occurred.
 2. Conduct and document a risk assessment by investigating without reasonable delay and in no case later than twenty (20) calendar days of discovery of the potential breach to determine the following:
 - (a) Whether there has been an impermissible use, acquisition, access or disclosure of PHI under the Privacy Rule;
 - (b) Whether an impermissible use or disclosure compromises the security or privacy of the PHI by posing a significant risk of financial, reputational or other harm to the patient/client; and
 - (c) Whether the incident falls under one of the breach exceptions.
 3. Provide completed risk assessment and investigation documentation to Covered Entity's Office of Compliance within twenty-five (25) calendar days of discovery of the potential breach with decision whether a breach has occurred.
 - (a) If a breach has not occurred, notification to patient/client(s) is not required.
 - (b) If a breach has occurred, notification to the patient/client(s) is required, and Business Associate must provide and send notification to the affected patient and make available to the Covered Entity.
 4. Make available to Covered Entity and governing State and Federal agencies in a time and manner designated by Covered Entity or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a potential breach for the purposes of audit or should the Covered Entity reserve the right to conduct its own investigation and analysis.
- f. **Permitted Disclosures.** If Business Associate discloses Protected Health Information to a third party, including any agent or subcontractor, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such Protected Health

Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) an agreement from such third party to immediately notify Business Associate of any breach of confidentiality of the Protected Health Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)].

- g. **Access to Protected Health Information.** Business Associate shall provide access to Protected Health Information in a Designated Record Set to Covered Entity or to an Individual, at the request or direction of Covered Entity and in the time and manner designated by the Covered Entity, as required by 45 CFR 164.524.
- h. **Amendment of Protected Health Information.** If Business Associate maintains a Designated Record Set on behalf of the Covered Entity, Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to, pursuant to 45 CFR 164.526, in the time and manner designated by the Covered Entity.
- i. **Access to Records.** Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use, access and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, and/or to the Secretary for the U.S. Department of Health and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules and patient confidentiality regulations.
- j. **Audit and Monitor.** Covered Entity reserves the right to audit and monitor all records, policies, procedures and other pertinent items related to the use, access and disclosure of Protected Health Information of the Business Associate as requested to ensure Business Associate is in compliance with this Agreement. Covered Entity has the right to monitor Business Associate in the delivery of services provided under this Agreement. Business Associate shall give full cooperation in any auditing or monitoring conducted.
- k. **Accounting for Disclosures.** Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information. Further, Business Associate shall provide to Covered Entity or an Individual, in the time and manner designated by the Covered Entity, information collected in accordance with provision (i), above, to permit Covered Entity to respond to a request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528 and the HITECH Act.
- l. **Destruction of Protected Health Information.** Upon termination of this Agreement, Business Associate shall return all Protected Health Information required to be retained and return or destroy all other Protected Health Information received from the Covered Entity, or created or received by the Business Associate or its subcontractors, employees or agents on behalf of the Covered Entity. In the event the Business Associate determines that returning the Protected Health Information is not feasible, the Business Associate shall provide the Covered Entity with

written notification of the conditions that make return not feasible. Business Associate further agrees to extend any and all protections, limitations, and restrictions contained in this Agreement, to any Protected Health Information retained by Business Associate or its subcontractors, employees or agents after the termination of this Agreement, and to limit any further use, access or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

- m. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under this Agreement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Agreement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS.
- n. **Costs Associated to Breach.** Business Associate shall be responsible for reasonable costs associated with a breach. Costs shall be based upon the required notification type as deemed appropriate and necessary by the Covered Entity and shall not be reimbursable under the contract at any time. Covered Entity shall determine the method to invoice the Business Associate for said costs. Costs shall incur at the current rates and may include, but are not limited to the following:
 - 1. Postage;
 - 2. Alternative means of notice;
 - 3. Media notification; and
 - 4. Credit monitoring services.

III. **Specific Use and Disclosure Provisions.**

- a. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law.
- c. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation service to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

IV. **Obligations of Covered Entity.**

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use, access or disclosure of Protected Health Information.

- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an individual to use, access or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use, access or disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction to the use, access or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use, access or disclosure of Protected Health Information.
- d. Covered Entity shall complete the following in the event that the Covered Entity has determined that Business Associate has a breach:
 - 1. Determine appropriate method of notification to the patient/client(s) regarding a breach as outlined under Section 13402(e) of the HITECH Act;
 - 2. Send notification to the patient/client(s) without unreasonable delay but in no case later than sixty (60) days of discovery of the breach with at least the minimal required elements as follows:
 - a. Brief description of what happened, including the date of the breach and the date of discovery;
 - b. Description of the types of unsecured PHI involved in the breach (such as name, date of birth, home address, Social Security number, medical insurance, etc.);
 - c. Steps patient/client(s) should take to protect themselves from potential harm resulting from the breach;
 - d. Brief description of what is being done to investigate the breach, to mitigate harm to patient/client(s) and to protect against any further breaches; and
 - e. Contact procedures for patient/client(s) to ask questions or learn additional information, which must include a toll-free telephone number, an e-mail address, Web site or postal address.
 - 3. Determine if notice is required to Secretary of the U.S. Department of Health and Human Services.
 - 4. Submit breach information to the Secretary of the U.S. Department of Health and Human Services within the required timeframe, in accordance with 164.408(b).

V. General Provisions.

- a. **Remedies.** Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use, access or disclosure of Protected Health Information by Business Associate or any agent or subcontractor of Business Associate that received Protected Health Information from Business Associate.

- b. **Ownership.** The Protected Health Information shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires no title or rights to the Protected Health Information.
- c. **Regulatory References.** A reference in this Agreement to a section in the Privacy and Security Rules and patient confidentiality regulations means the section as in effect or as amended.
- d. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act and patient confidentiality regulations.
- e. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules and patient confidentiality regulations.
- f. **Indemnification.** Business Associate agrees to indemnify, defend and hold harmless Covered Entity and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, injuries, costs and expenses (including costs for reasonable attorney fees) that are caused by or result from the acts or omissions of Business Associate, its officers, employees, agents and subcontractors, with respect to the use, access or disclosure of Covered Entity's PHI.

This is to notify you of the your obligations relating to the American Recovery and Reinvestment Act of 2009, pursuant to the Contract ____-____ with San Bernardino County.

AMERICAN RECOVERY AND REINVESTMENT ACT FUNDING (ARRA)

Use of ARRA Funds and Requirements

This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Contractor must contact the County with any questions regarding registration requirements.

Schedule of Expenditure of Federal Awards

In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Whistleblower Protection

Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-Federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; or (4) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds.

Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA.

I do hereby acknowledge receipt of the American Recovery and Reinvestment Act (ARRA) Funding requirements that became effective August 12, 2009, and understand and agree to the contractual obligations stipulated herein for contracts with the County of San Bernardino.

Printed Name

Signature

Title

Company or Organization

Contract Number(s)

Date

ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS**Contractor shall:**

To the extent consistent with the provisions of this Agreement, comply with regulations found in Title 42 Code of Federal Regulations (CFR), Parts 1001 and 1002, et al regarding exclusion from participation in federal and state funded programs, which provide in pertinent part:

1. Contractor certifies to the following:
 - a. it is not presently excluded from participation in federal and state funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a federal or state agency which is likely to result in exclusion from any federal or state funded health care program, and/or
 - c. unlikely to be found by a federal and state agency to be ineligible to provide goods or services.
2. As the official responsible for the administration of Contractor, the signatory certifies the following:
 - a. all of its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any federal or state funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a federal or state agency of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any federal and state funded health care program, and/or
 - c. its officers, employees, agents and/or sub-contractors are otherwise unlikely to be found by a federal or state agency to be ineligible to provide goods or services.
3. Contractor certifies it has reviewed, at minimum on an annual basis, the following lists in determining the organization nor its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any federal or state funded health care programs:
 - a. OIG's List of Excluded Individuals/Entities (LEIE).
 - b. United States General Service Administration's Excluded Parties List System (EPLS).
 - c. California Department of Health Care Services Suspended and Ineligible Provider List, if receives Medi-Cal reimbursement.
4. Contractor certifies that it shall notify DBH within ten (10) business days in writing of:
 - Any event, including an investigation, that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under federal or state funded health care programs, or
 - Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federal or state funded healthcare program payment may be made.

Printed name of authorized official

Signature of authorized official

Date

ATTACHMENT O

County of San Bernardino

Contract No. _____

MM/DD/YYYY to MM/DD/YYYY

Page 1 of 2

REFERENCE DOCUMENT

ATTACHMENT O

REPORT OF ENVIRONMENTALLY PREFERABLE GOODS AND SERVICES County of San Bernardino

EXAMPLES OF GREEN ATTRIBUTES	EXAMPLES OF CERTIFICATION AND/OR ACCREDITATION
Biobased	Certified Approved Product (AP) Non-Toxic
Biodegradable	Ecologo Certified
Carcinogen-free	Energy Star
Chlorofluorocarbon (CFC)-free	Electronic Product Environmental Assessment Tool (EPEAT) program
Compostable	Forest Stewardship Council Certified
Energy efficiency	Green Seal Certified
Lead-free	Greenguard Certified
Less hazardous	Scientific Certification Systems (SCS)
Low toxicity	
Mercury-free	
Persistent bioaccumulative toxin (PBT)-free	
Rapidly renewable	
Rechargeable	
Recyclable	
Recycled content	
Reduced greenhouse gas emissions	
Reduced packaging	
Refill/refillable	
Remanufactured/refurbished	
Renewable materials	
Responsible forestry	
Upgradeable	
Water efficiency	